

## 1. Binding forces of our service conditions (valid from 1.1.2010 to 31.12.2010)

Assembly works, repair works as well as the sending out of different labour force are exclusively made on base of the below mentioned conditions, which become accepted by placing of the order and are compulsive for the consignee as well as for the orderer. Deviating agreements regarding individual points are effective for these points, solely and for their validity they are in need of the clear written confirmation of the contract partner. If a single clause is not valid, the other clauses remaining are still valid.

Place of performance as well as legal domicile: Linz/Austria

## 2. Working time

As working time in each case, the time schedule for the effective legal working time per week, is as follows: Monday-Thursday 7:00 a.m. – 3:45 p.m. and Friday 7:00 a.m. – 00:30 p.m. If there is done any overtime, night-, Sunday- and legal holiday hours, the account is made due to the service rates, which are mentioned below point 3. Equivalent times of rest, which are prescribed by law, are charged to your account including the hourly rates, contemplated below point 3.

## 3. Service conditions in EUR

Rates incl. foreign extra pay for normal preparation-, work-, travelling- and distance time	native country hourly rates		foreign country daily rate	
	service-technician	engineer	service-technician	engineer
On working days	€ 79,00	€ 129,00	€ 995,00	€ 1.290,00
On working days before 7:00 a.m. and after 3:45 p.m. or on Fridays after 00:30 p.m	€ 118,50	€ 193,50	-	
Before 6:00 a.m., after 07:00 p.m., on Sundays and on legal holidays	€ 158,00	€ 258,00		

## 4. Service according to time calculation / night lodging rate

At assembly works according to time calculation charging is done by the following expenses in a separate way:

- The carried out working hours in each case according to the state of works on grounds of the checked off vouchers of the buyer according to the hourly rates, mentioned under point 3. These rates are effective in an analogous way for the necessary time for preparations, for the journey-there and back time of the service staff, as well as for the waiting period of the service staff, in case the work is interrupted on any reasons, which do not plead the cause of the consignee.
- The journey expenses of the service staff and the expenses for the transport of tools and for the private luggage: When using a motor vehicle there will be charged a mileage allowance with the following rates. Each driven kilometre with motor-car € 0.98 and with assembly bus € 1,19; flights, taxis, rental cars and room charges will be calculated per costs.
- Included in daily rate is: foreign extra pay  
working hours between 7:00 a.m. and 06:00 p.m.

Each additional hour (more than 10 hours) will be calculated with € 166,-

## 5. Service at flat rates

Regarding any flat rate service, the estimate of costs include all individual items, quoted below point 4. But however, if the period of the service job increases on grounds of any reason, which has been caused by the orderer or by any supplier of the orderer, the work of the service personnel is interrupted or increased, the waiting periods, the additional working times, the complete delay expenses as well as the additional travelling expenses of the service personnel will then be charged in a separate way.

## 6. Preparation works

All preparations and arrangements regarding service personnel and material is done by the orderer for his account and risk not only in time before the agreed start of the assembly works but also during the service works, which are necessary for the good run of the works, for a trouble-free execution and for a proper completion. All necessary additional efforts, which arise from the side of the consignee regarding this, will be charged in a separate way.

## 7. Interruption of work

In case of interruption of work, which has not been caused by the consignee and which makes necessary the withdrawal respectively a recently sending out of working personnel, provided by him, any expenses caused by this proceeding will be incurred to the account of the orderer.

## 8. Periods of time

Indications regarding the probable period of assembly works and/or taking into operation services are without obligation.

## 9. Insurance- and care responsibility of the orderer

The orderer has to take in correspondence care of all materials from the consignee as well as service personal movables and is responsible as to time until the completion of the service works, until the removal and the transportation of the working makeshifts and movables and regarding the risk till the idea of the force majeure for all damages, which happen to them, for their destruction and for their getting lost.

## 10. Warranty and liability

The consignee takes the liability for the careful and duly execution regarding the works, which have to be done by his service personnel. Any further liability can not be taken. Besides that for liability and indemnity out of the title of the warranty, as well as out of further titles, there accordingly are effective the regulations of the general terms of delivery of the association of the Austrian machine- and steel construction industry.

## 11. Supply of temporary assembling personnel on-site

If at placing the order there is agreed, that the orderer provides assembling assistants on-site, so in the case of not placing required resources, there will be effective, that the necessary additional effort of the assembling head will in addition be charged to the account of the orderer. This regulation is especially effective for service, for which there are agreed flat rates.

## 12. Payment terms

The settlement of the service invoice has to be effected corresponding to the agreed payment terms. The retention of payments on grounds of rights under warranty or other counter-claims of the orderer, which are not accepted by the consignee, are not allowed! **In service contracts there is no cash-discount granted!**

## 13. Voucher and final inspection of the service works

The working time from the service workers, which are provided by the consignee, have to be attested by the orderer, weekly. The vouchers are based on the service invoices. The orderer is obligated to verify to the service technician the completion and the handing-over of the works on the last hour-evidence. Trifling faults and reworks do not release the orderer from this obligation. If the taking-over is delayed without fault of the consignee, it will be considered as effected after 2 days from the announcement of the completion of the workmanship. If the orderer refuses the signature to the voucher of workmanship, presented by the consignee, the writings of the personnel of the consignee are binding for both parties.